#### STATE OF MISSOURI MISSOURI BOARD OF PHARMACY

IN RE:	)	
	)	
ANDREW D. HOLT	)	
License No. 2014007091	)	Complaint No. 2017-003461
1323 NE Depot Drive	)	
Lee's Summit, MO 64086	)	

## SETTLEMENT AGREEMENT BETWEEN THE MISSOURI BOARD OF PHARMACY AND ANDREW D. HOLT

Come now Andrew D. Holt ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's intern license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly

and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the Complaint filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's intern license to practice pharmacy, numbered 2014007091, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

#### JOINT STIPULATION OF FACTS

- 1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo<sup>1</sup>, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.
- 1. Respondent is licensed by the Board as a pharmacy intern under the laws of the State of Missouri, Intern License No. 2014007091. Respondent's license was at all times relevant herein current and active.
- 2. Upon information and belief, Respondent also has a Kansas Intern Registration Tech/Intern license no. 3-18935.
- 3. Respondent was a pharmacy student at the University of Missouri Kansas City School of Pharmacy until his graduation in May 2017.

All statutory references are to the Revised Statutes of Missouri (2000), as amended, unless otherwise indicated.

- 4. On June 9, 2017, the Board received a Technician Discipline/Action Form stating "Gross Violation: Diversion and Fraudulent Prescriptions" from CVS Pharmacy #8557, 1900 NE Langsford Rd, Lee's Summit, MO 64063 (the "CVS Pharmacy #8557"), regarding Respondent.
- 5. On June 12, 2017, Board Inspector Elaina Wolzak met with the CVS Pharmacy #8557 Pharmacist-In-Charge and Pharmacy Supervisor and was told that Respondent admitted verbally and in writing on June 8, 2017, to creating fraudulent prescriptions for Tramadol 50mg tablets, Tramadol ER 200mg tablets, Carisoprodol 350mg tablets, and Acetaminophen/Codeine #3 300/30mg tablets and to taking controlled substances from manufacturer stock bottles for Tramadol 50mg tablets and Tramadol ER 200mg tablets.
- 6. As a result of this information, Inspector Wolzak was assigned to investigate Respondent.
- 7. Inspector Wolzak met with Respondent on July 18, 2017, and he told her that his signed statement given on June 8, 2017, at CVS Pharmacy #8557 was accurate.
- 8. Respondent also admitted to Inspector Wolzak that he had diverted significant quantities of controlled substances from multiple pharmacies since the summer of 2014.
  - 9. Respondent made a written statement to the Board on July 18, 2017.
- 10. On that same date, Respondent also gave Inspector Wolzak a copy of the statement he made for the Kansas Board of Pharmacy regarding his diversion of controlled substances.
- 11. Respondent was employed at CVS Pharmacy #8557 as an intern for approximately 10 months before he was terminated on June 8, 2017, for diversion of controlled substances.

- 12. Prior to his employment at CVS Pharmacy #8557, he was employed at Hy-Vee Pharmacy #2, 310 SW Ward Rd, Lee's Summit, MO 64081 ("Hy-Vee Pharmacy") from September 2013, to December 2015, and Truman Medical Center Lakewood, 7900 Lee's Summit Road, Kansas City, MO 64139 from August 2015, to September 2016.
- 13. Respondent also did an experiential rotation in January 2017 at Price Chopper Pharmacy #43, 1600 SE Blue Parkway, Lee's Summit, MO 64063 ("Price Chopper Pharmacy"), as part of his pharmacy school requirements.
- 14. While working at CVS Pharmacy #8557, Respondent took 60-80 Tramadol<sup>2</sup> 50mg tablets and 120 Tramadol ER 200 mg tablets from stock bottles. When he filled a patient prescription for Tramadol, he would print a duplicate label, affix it to a second pharmacy bottle, put approximately 20 tablets aside in the second bottle, take the second bottle to the back room, put the Tramadol tablets in his pocket and take the label off the second bottle and put it in the shred container.
- 15. While working at CVS Pharmacy #8557, Respondent eventually started creating fraudulent prescriptions because he "figured he could get more this way" and it was "easier to do."
- 16. Respondent created fraudulent prescriptions for Tramadol 50 mg by creating fraudulent telephone prescriptions in his own name and in his father's name (M.H.).
- 17. Respondent created fraudulent prescriptions for Tramadol 200 mg by creating fraudulent telephone prescriptions in his father's name (M.H.).

<sup>&</sup>lt;sup>2</sup> Tramadol is a Schedule IV controlled substance pursuant to 21 CFR § 1308.14.

- 18. Respondent created fraudulent prescriptions for Carisoprodol 350mg<sup>3</sup> by creating fraudulent telephone prescriptions in his own name and in his fiancée's name (A.M.)
- 19. Respondent created a fraudulent prescription for Acetaminophen/Codeine #3 300/30mg<sup>4</sup> tablet by creating a fraudulent telephone prescription in his fiancée's name (A.M.).
- 20. Respondent created, presented and was dispensed a fraudulent prescription for Dextroamphetamine-Amphetamine 20mg<sup>5</sup> tablet at CVS Pharmacy #8557 by copying a prescription originally written by Dr. Thomas Lovinger on his home printer and altering the start date.
- 21. Respondent created, presented and was dispensed fraudulent prescriptions for Hydrocodone/Acetaminophen 7.5/325mg<sup>6</sup> at CVS Pharmacy #8557, Hy-Vee Pharmacy, and CVS Pharmacy #4088, 3351 SW 3rd St., Lee's Summit, MO 64081, by copying prescriptions originally written by Dr. Lovinger on his home printer and altering the start dates. He also attempted to obtain Hydrocodone/Acetaminophen 7.5/325mg from Walgreens #02450, 330 SW Ward Rd., Lee's Summit, MO 64081, with a fraudulent prescription, but was told it was too soon to fill because it was just filled at another pharmacy.
- 22. While on experiential rotation at Price Chopper Pharmacy, Respondent created fraudulent prescriptions for Alprazolam 2mg<sup>7</sup> by creating fraudulent telephone prescriptions in his brother's name (M.H.).

<sup>&</sup>lt;sup>3</sup> Carisoprodol is a Schedule IV controlled substance pursuant to 21 CFR § 1308.14.

<sup>&</sup>lt;sup>4</sup> Acetaminophen with codeine is a Schedule III controlled substance pursuant to §195.017.6(4)(a), RSMo.

<sup>&</sup>lt;sup>5</sup> Amphetamine is a Schedule II controlled substance pursuant to §195.017.4(3)(a), RSMo.

<sup>&</sup>lt;sup>6</sup> Hydrocodone is a Schedule II controlled substance. 21 § C.F.R. 1308.12.

<sup>&</sup>lt;sup>7</sup> Alprazolam is a Schedule IV controlled substance. §195.017.8(2)(a), RSMo.

- 23. While on experiential rotation at Price Chopper Pharmacy, Respondent created fraudulent prescriptions for sertraline 100mg<sup>8</sup>, by creating fraudulent telephone prescriptions in his brother's name (M.H.).
- 24. While working at Truman Medical Center Lakewood, Respondent diverted hydrocodone/acetaminophen, morphine, and lorazepam while he was removing them from the Pyxis machine. These controlled substances were going to expire within the next two months.
- 25. While working at Hy-Vee Pharmacy, Respondent diverted hydrocodone/acetaminophen, alprazolam 1mg, and carisoprodol 350mg from the ScriptPro robot starting in 2014.
- 26. Fraudulent prescriptions created in the names of his father, his brother and his fiancée were billed to third party insurers.
- 27. Fraudulent prescriptions created in Respondent's name were billed to a third party pharmacy discount card.
- 28. Respondent diverted multiple controlled substances for personal use to help with pain.
- 29. Respondent does not know how much he diverted over his three-year diversion period but knows it was a lot.
- 30. Prescriptions dispensed to Respondent that were not authorized by prescribers include:

<sup>&</sup>lt;sup>8</sup> Sertraline is a legend drug requiring a prescription.

<sup>&</sup>lt;sup>9</sup> Morphine is a Schedule II controlled substance pursuant to §195.017.4(a)m, RSMo.

Date Prescribed RX# Pharmacy	Patient Name (dispensed to Andrew Holt)	Drug, Quantity, Refills Date(s) Dispensed	Prescriber Name Used	
5/8/2017	Andrew Holt	Carisoprodol 350mg, 90, 2 refills	Thomas	
RX#1493228	7 Marew Hort	5/8/2017	Lovinger	
CVS #8557		3,0,2017	Bormger	
2/1/2017	Andrew Holt	Carisoprodol 350mg, 90, 1 refill	Thomas	
RX#1477786	Tindrew Hore	3/14/2017, 4/11/2017	Lovinger	
CVS #8557		3,7 1,2017, 11,12017	20,111801	
11/22/2017	A.M.	Carisoprodol 350mg, 30, no refill	Melissa Smith	
RX#1444059	11.111	11/22/2017		
CVS #8557		11,22,2017		
11/22/2017	A.M.	Acetaminophen/Codeine#3	Melissa Smith	
RX#1444057	21,171.	300/30mg, 60, no refill		
CVS #8557		11/22/2016		
1/27/2017	M.H. brother	Alprazolam 2mg, 60, no refill	Thomas	
RX#345490	William Orothor	1/27/2017	Lovinger	
Price Chopper #43	-	1.2772011		
1/27/2017	M.H. brother	Sertraline 100mg, 30, no refill	Thomas	
RX#345484		1/27/2017	Lovinger	
Price Chopper #43		1/2//2017	Lovinge.	
5/8/2017	Andrew Holt	Tramadol 50mg, 180, 2 refills	Thomas	
RX#1493227	/ March Front	5/16/2017	Lovinger	
CVS #8557		5,10,201,		
4/25/2017	Andrew Holt	Tramadol 50mg, 120, 1 refill	Thomas	
RX#1489901		4/25/2017	Lovinger	
CVS #8557		1120/2011	Lovinge.	
4/18/2017	M.H. father	Tramadol 50mg, 90, 1 refill	Thomas	
RX#1487863	171711 1441101	4/18/2017, 5/16/2017	Lovinger	
CVS #8557		, ,		
4/18/2017	M.H. father	Tramadol ER 200mg, 30, 1 refill	Thomas	
RX#1487862		4/18/2017, 5/16/2017	Lovinger	
CVS #8557				
2/1/2017	Andrew Holt	Tramadol 50mg, 90, 1 refill	Thomas	
RX#1477785		3/14/2017, 4/11/2017	Lovinger	
CVS #8557				
4/7/2017	Andrew Holt	Hydrocodone/APAP 7.5/325mg,	Thomas	
RX#0437504	<del></del>	60, no refill	Lovinger	
CVS #4088		6/8/2017		
4/7/2017	Andrew Holt	Hydrocodone/APAP 7.5/325mg,	Thomas	
RX#1494241	•	60, no refill	Lovinger	
CVS #8557		5/11/2017		
2/1/2017	Andrew Holt	Hydrocodone/APAP 7.5/325mg,	Thomas	
RX#1475941	•	60, no refill	Lovinger	
CVS #8557		3/8/2017		

2/1/2017 RX#1467833 CVS #8557	Andrew Holt	Hydrocodone/APAP 7.5/325mg, 60, no refill 2/9/2017	Thomas Lovinger
2/1/2017 RX#1467834 CVS #8557	Andrew Holt	Dextroamphetamine- Amphetamine 20mg, 60, no refill 2/9/2017	Thomas Lovinger

- 31. Respondent has a substance abuse/addiction problem and cannot say with certainty that he will not be tempted working around controlled substances.
- 32. Respondent was arrested by Lee's Summit Police Department on June 8, 2017 for diversion of controlled substances and was charged with fraudulent attempt to obtain controlled substances in the Circuit Court of Jackson County. He was referred to the Drug Court Program.
- 33. The Board denied Respondent's application for a pharmacist license in August 2017. Respondent did not appeal this denial.

## **Diverting Controlled Substances and Committing Fraud**

- 34. Respondent's dispensing of controlled substances to himself without a valid prescription violates §195.060.1 and .4, RSMo<sup>.11</sup> which states:
  - 1. Except as provided in subsection 4 of this section, a pharmacist, in good faith, may sell and dispense controlled substances to any person only upon a prescription of a practitioner as authorized by statute. . .

\*\*\*

4. A pharmacist, in good faith, may sell and dispense any Schedule II drug or drugs to any person in emergency situations as defined by the rule of the department of health and senior services upon an oral prescription by an authorized practitioner . . .

<sup>&</sup>lt;sup>11</sup> Section 195.060, RSMo, was amended effective January 1, 2017. However, the relevant language of the statute cited herein was not changed from the earlier version. Respondent's dispensing of controlled substances from 2014 to January 1, 2017 was in violation of Section 195.060.1 and .4, RSMo as it existed prior to January 1, 2017.

- 35. Respondent's actions also violate federal regulations regarding Schedule II controlled substances, to wit:
  - (a) A pharmacist may dispense directly a controlled substance listed in Schedule II that is a prescription drug as determined under section 503 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 353(b)) only pursuant to a written prescription signed by the practitioner, except as provided in paragraph (d) of this section. A paper prescription for a Schedule II controlled substance may be transmitted by the practitioner or the practitioner's agent to a pharmacy via facsimile equipment, provided that the original manually signed prescription is presented to the pharmacist for review prior to the actual dispensing of the controlled substance, except as noted in paragraph (e), (f), or (g) of this section. The original prescription shall be maintained in accordance with § 1304.04(h) of this chapter. 21 CFR §1306.21(a).
- 36. Respondent's actions also violate federal regulations regarding Schedule III, IV and V controlled substances, to wit:
  - (a) A pharmacist may dispense directly a controlled substance listed in Schedule III, IV, or V that is a prescription drug as determined under section 503(b) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 353(b)) only pursuant to either a paper prescription signed by a practitioner, a facsimile of a signed paper prescription transmitted by the practitioner or the practitioner's agent to the pharmacy, an electronic prescription that meets the requirements of this part and part 1311 of this chapter, or an oral prescription made by an individual practitioner and promptly reduced to writing by the pharmacist containing all information required in Sec. 1306.05, except for the signature of the practitioner. 21 CFR §1306.11(a).

#### **Misbranding**

37. Removing prescription drugs without a prescription and without a valid label is also misbranding and violates Missouri law, to wit:

The following acts and the causing thereof within the state of Missouri are hereby prohibited:

(1) The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated or misbranded;

- (2) the adulteration or misbranding of any food, drug, device, or cosmetic; §196.015(1)-(2), RSMo.
- 38. Missouri law further provides:
  - 1. Any manufacturer, packer, distributor or seller of drugs or devices in this state shall comply with the current federal labeling requirements contained in the Federal Food, Drug and Cosmetic Act, as amended, and any federal regulations promulgated thereunder. Any drug or device which contains labeling that is not in compliance with the provisions of this section shall be deemed misbranded. §196.100(1), RSMo.
- 39. A legend drug dispensed without a prescription is misbranded under federal law, which provides, in pertinent part:
  - (b) Prescription by physician; exemption from labeling and prescription requirements; misbranded drugs; compliance with narcotic and marihuana laws
    - (1) A drug intended for use by man which
      - (A) because of its toxicity or other potentiality for harmful effect, or the method of its use, is not safe for use except under the supervision of a practitioner licensed by law to administer such drug; or
      - (B) is limited by an approved application under section 355 of this title to use under the professional supervision of a practitioner licensed by law to administer such drug;

## shall be dispensed only:

- (i) upon a written prescription of a practitioner licensed by law to administer such drug, or
- (ii) upon an oral prescription of such practitioner which is reduced promptly to writing and filed by the pharmacist, or
- (iii) by refilling any such written prescription if such refilling is authorized by the prescriber either in the original prescription or by oral order which is reduced promptly to writing and filed by the pharmacist. The act of dispensing a drug contrary

to the provisions of this paragraph shall be deemed to be an act which results in the drug being misbranded while held for sale. 21 U.S.C. §353(1)<sup>12</sup>.

40. Federal law also provides:

The following acts and the causing thereof are prohibited:

- (a) The introduction or delivery for introduction into interstate commerce of any . . . drug . . . that is adulterated or misbranded.
- (b) The adulteration or misbranding of any . . . drug . . . in interstate commerce. 21 U.S.C. §331(a)-(b).
- 41. By dispensing medication which was not authorized by a valid prescription, Respondent misbranded a legend drug product and dispensed a misbranded drug product in violation of §196.015, RSMo, §196.100, RSMo, 21 U.S.C. §353(1), 21 U.S.C. §331(a)-(b).

## JOINT CONCLUSIONS OF LAW

- 42. Cause exists for Petitioner to take disciplinary action against Respondent's intern license for violations of Section 338.055.2(5), (6), (13), (15) and (17) RSMo, which states, in relevant part:
  - 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

\* \* \*

(5) Incompetence, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

\* \* \*

(13) Violation of any professional trust or confidence;

\* \* \*

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

\* \* \*

(17) Personal use or consumption of any controlled substance unless it is prescribed, dispensed, or administered by a health care provider who is authorized by law to do so.

### JOINT AGREED DISCIPLINARY ORDER

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of Section 621.045.1, RSMo:

- 1. Respondent's intern license to practice pharmacy numbered 2014007091 shall be SURRENDERED upon execution of the attached Affidavit of Voluntary Surrender of Intern License.
- 2. That the terms and conditions set forth in the attached Affidavit of Voluntary Surrender of Intern License to Practice Pharmacy shall apply and herein bind Respondent.
- 3. Respondent agrees not to submit an Application for New Pharmacy License for a period of five (5) years from the date of the Settlement Agreement herein executed.
- 4. Respondent shall return all indicia of licensure, i.e., the computer generated 5" x 7" license, and the wallet card, to the Board Office on or before the effective date of this agreement.

- 5. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.
- 6. No order shall be entered by the Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 538, RSMo.
- 7. The terms of this Settlement Agreement are contractual, legally enforceable, binding, and not merely recitals. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.
- 8. Respondent hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. §1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement

Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

- 9. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 338, 610 and 324, RSMo.
- 10. RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,

REQUESTS

DOES NOT REQUEST

THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S LICENSE.

If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT

ANDREW D. HOLT

Andrew D. Holt

Date: 1-22-18

PETITIONER

MISSOURI BOARD OF

PHARMACY

By:

Kimberly Grinston Executive Director

1/30/18 Date:

NEWMAN, COMLEY & RUTH P.C.

By:

Alicia Embley Jurner 60 Monroe Street, Suite 301

P.O. Box 537

Jefferson City, MO 65102-0537 Telephone: (573) 634-2266

Fax: (573) 636-3306 turnera@ncrpc.com

Attorneys for Missouri Board of

Pharmacy

# AFFIDAVIT OF VOLUNTARY SURRENDER OF INTERN LICENSE

STATE OF	)
	) ss.
COUNTY OF	)

- I, Andrew D. Holt, being first duly sworn upon my oath state:
- 1. I currently hold a Missouri intern license numbered 2014007091.
- 2. I understand that the Missouri Board of Pharmacy is authorized to pursue disciplinary action upon license number 2014007091, and that the Missouri Board of Pharmacy is not required to accept a voluntary surrender of this license without a stipulation of facts.
- 3. It is my intent and desire at this time, after due deliberation, to provide the Missouri Board of Pharmacy with a Settlement Agreement which contains a Joint Stipulation of Facts and Joint Agreed Disciplinary Order.
- 4. It is my further intent and desire at this time, after due deliberation, to voluntarily surrender my intern license number 2014007091 to the Missouri Board of Pharmacy and to provide that Board with any other documents or certificates in my possession evidencing the existence of that license to practice pharmacy.
- 5. I understand and agree that by voluntary surrender of my intern license, this license becomes as if it were revoked for purposes of regaining licensure in the State of Missouri and such surrender shall be treated as discipline. I further understand and agree that if I apply for licensure in the State of Missouri following the execution of this Affidavit, all facts and information, if any, gathered prior to execution of this affidavit by the Missouri Board of Pharmacy concerning any possible or alleged violations of Chapter 338, RSMo, may be considered in the Board's decision of whether to grant me a new license.

6. I fully understand that, by my execution of this Affidavit, I shall surrender and lose any rights under the law to practice as an intern pharmacist in the State of Missouri and will not be able to again practice pharmacy in the State of Missouri for five (5) years and until I reapply for licensure as an original candidate and am accepted by the Missouri Board of Pharmacy.

7. I further understand that my license will not be returned to me by the Missouri Board of Pharmacy upon request and that license will cease to exist when it is surrendered.

8. I acknowledge and affirm by this sworn statement that no threats, promises, or assurances of any kind have been made to me regarding the voluntary surrender of my license except as noted above, nor have I been threatened or coerced to so act in any way, but rather I hereby voluntarily surrender my license to practice pharmacy in the State of Missouri by and with this Affidavit.

9. I acknowledge and affirm that I understand that the Board of Pharmacy will maintain this Affidavit of Voluntary Surrender as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

ANDREW D. HOLT

Date: 1-21-18	By:	1	A	
	•	•		

Subscribed and sworn to before me this day of

Model to San D

Notary Public

My Commission Expires: 4-27-204

(Print, type or stamp name of notary)